

Applicable to TESTEX CIRCULARITY label, mark or certification scheme

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1 – Purpose and Scope

These TESTEX Terms of Use (“**TESTEX ToU**”) set out the conditions applicable to the use of TESTEX’s labels, trademarks and certification marks, including but not limited to TESTEX CIRCULARITY, TESTEX PFAS TESTED and TESTEX MICROPLASTIC. The TESTEX ToU apply in addition to, and alongside, the specific standard applicable to the relevant TESTEX Label (e.g. the TESTEX CIRCULARITY standard). Where a specific standard contains provisions on trademark use, non-conformity, suspension and withdrawal of certification, or complaints and appeals, those matters are governed exclusively by these TESTEX ToU, and the specific standard refers to this document accordingly.

These TESTEX ToU form part of the Application for a TESTEX Label. By submitting the Application, including by clicking the relevant acceptance box or otherwise expressly accepting these TESTEX ToU, the applicant acknowledges that it has read, understood and agrees to be bound by these TESTEX ToU. If the applicant does not accept these TESTEX ToU, it may not apply for or use a TESTEX Label.

2 – Definitions

The terms used in these TESTEX ToU are as follows:

Application: the application submitted by an applicant for a TESTEX Certificate.

Certificate Holder: the company or organisation to which a TESTEX Certificate has been issued.

Certification Body: The institute, which is authorized to conduct conformity assessments in accordance with an accreditation agreement concluded with TESTEX and to issue a TESTEX Certificate in accordance with a certification agreement concluded with the Certificate Holder.

TESTEX: TESTEX AG, based in Zurich, Switzerland, the owner of the TESTEX Trademarks and the applicable TESTEX Standards.

TESTEX Certificate: the document issued confirming that a product meets the requirements of the applicable TESTEX Standard and authorising the use of the corresponding TESTEX Label.

TESTEX Label: a physical or digital label based on a TESTEX Certificate, comprising the relevant TESTEX Trademark, the applicable TESTEX Standard, the label number, and a traceable

reference (URL and/or QR code) to the underlying certificate, including but not limited to TESTEX CIRCULARITY, TESTEX PFAS TESTED and TESTEX MICROPLASTIC.

TESTEX Label Guidelines: the design, style, and branding specifications issued and updated by TESTEX from time to time, governing the graphic reproduction, appearance, colours, and minimum dimensions of a TESTEX Label.

TESTEX Standard: the technical criteria and requirements issued by TESTEX for a specific TESTEX Label (e.g. TESTEX CIRCULARITY).

TESTEX Trademarks: all registered and unregistered trademarks, word marks, figurative marks, logos, and trade names owned, controlled, or licensed by TESTEX, including but not limited to the names and logos of the respective TESTEX Labels.

Third Parties: anyone other than TESTEX and the relevant Certificate Holder, e.g. consumers, competitors, or interested organizations.

3 – Trademark and Intellectual Property

3.1 – Trademark, Certification Claims and Copyright

The use of a TESTEX Label, the TESTEX Trademarks and certification claims is strictly regulated. Unauthorised use is prohibited. Use is authorised only for a Certificate Holder, during the validity of the relevant TESTEX Certificate, within its certified scope and in accordance with these TESTEX ToU, the applicable TESTEX Standard and the applicable TESTEX Label Guidelines. Any other use requires TESTEX's prior written authorisation.

The content of the applicable TESTEX Standard(s) is protected by copyright and is the exclusive property of TESTEX. Any unauthorised reproduction, distribution or use of a TESTEX Standard, in whole or in part, is strictly prohibited. This includes, but is not limited to, copying, distributing, modifying, adapting and using the associated text, graphics, tables, logos and trademarks. Any violation of these conditions may result in legal action and appropriate sanctions.

3.2 – Label Use

The Certificate Holder must comply with the following conditions when using a TESTEX Label:

- **Accuracy:** Use of a TESTEX Label must not create the impression that more or different goods are certified than is actually the case. Only products within the scope of a valid TESTEX Certificate may bear the TESTEX Label.
- **Form:** A TESTEX Label may only be used in the form, colours and minimum sizes set out in the applicable TESTEX Label Guidelines. Use of individual label components, or any modification of the TESTEX Label, is prohibited unless expressly authorised by TESTEX.
- **Placement:** The TESTEX Label relating to the TESTEX Certificate that covers the end product may be affixed to the certified goods themselves, physically or online, to their direct packaging or to a direct hangtag, provided that the presentation makes it clear and unambiguous which specific product(s) are covered by the TESTEX Certificate. The TESTEX Label must not be displayed in a manner that could imply certification of products, components, sites, companies or attributes outside the certified scope.
- **Traceability:** Each use of a TESTEX Label must retain the label number and the URL and/or QR code supplied or approved by TESTEX, enabling verification of the underlying certification and its scope. The Certificate Holder must not alter, obscure or replace these traceability elements.
- **Use in advertising and claims:** Where a TESTEX Label, TESTEX Trademark or certification claim is used in advertising or other commercial communication, the certified product and certified scope must be clearly identifiable and the claim must be accurate, specific, verifiable and not misleading. The Certificate Holder may not state or imply that TESTEX has certified characteristics, environmental benefits, legal compliance or an entire product where these are outside the scope of the applicable TESTEX Certificate. So-called “ingredient labelling”, i.e promoting an uncertified end product on the basis of a certified component, is prohibited.
- **Third parties:** The Certificate Holder must ensure that its contract partners that market, sell or distribute certified goods use the TESTEX Label and related certification claims correctly and only within the certified scope. The Certificate Holder must contractually require such partners to comply with the relevant provisions of these TESTEX ToU and to impose equivalent obligations on downstream partners who are entitled to use the TESTEX Label.

The Certificate Holder remains responsible to TESTEX for label and claim use authorised or supplied by it to such partners.

- Infringements: TESTEX may issue a warning and request remedy of a violation within a reasonable period. Uncorrected or repeated violations may result in suspension or withdrawal of a TESTEX Certificate in accordance with Section 5.

4 – Suspension and Withdrawal of Certification

The Certification Body suspends or withdraws the TESTEX Certificate in the following cases:

- Proven non-compliance with the requirements of the applicable TESTEX Standard.
- Refusal or obstruction of surveillance or monitoring activities.
- Misuse of the certification, trademark, or logo.
- Failure to implement corrective actions within the agreed timeframe.

Suspension is applied as a temporary measure, during which the certified product may not be promoted as certified. If the issues leading to suspension are not resolved within the timeframe specified by the Certification Body, withdrawal of a TESTEX Certificate will be enforced. During suspension and following withdrawal of the TESTEX Certificate, the Certificate Holder shall immediately cease all use of the relevant TESTEX Label, TESTEX Trademarks and certification claims in relation to the affected product(s), including in marketing and communication materials. The Certification Body informs TESTEX upon any suspension or withdrawal of a TESTEX Certificate. Withdrawn certifications are published on the TESTEX website and cannot be reinstated without a full re-application and evaluation.

5 – Complaints and Appeals Handling

Complaints and Appeals are governed by the TESTEX CIRCULARITY standard, section 6.

6 – Data Protection and Publication

TESTEX undertakes to comply with all applicable data protection regulations and to implement appropriate measures to guarantee the security and confidentiality of information.

6.1 – Data Protection

TESTEX processes personal data in accordance with applicable data protection law and its applicable privacy information. The Certificate Holder is responsible for ensuring that personal data submitted to TESTEX has been lawfully collected and may lawfully be disclosed for the purposes of application, certification, surveillance, verification and administration of the TESTEX Label.

6.2 – Data Publication

Relevant data from the evaluation of a TESTEX Label may be published to promote transparency and encourage industry-wide progress, subject to confidentiality agreements and protection of sensitive proprietary information.

7 – Scope and Limitation of Certification

The TESTEX Label is based on the scope, samples, information and assessment activities defined by the applicable TESTEX Standard. Unless expressly stated otherwise in the TESTEX Certificate, it does not constitute continuous testing of every product stage or a guarantee that every individual item is free from defects or compliant with all laws and requirements applicable to the product.

8 - Applicable Law and Jurisdiction

These TESTEX ToU and the legal relationship between the Certificate Holder/applicant and TESTEX, including disputes arising out of or in connection with them, are governed by substantive Swiss law, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction is Zurich, Switzerland. TESTEX may also bring proceedings at the registered office of the Certificate Holder/applicant where permitted by applicable law.

9 - Final Provisions and Entry into Force of these ToU

TESTEX reserves the right to change these TOU at any time. Subsequent changes shall become part of the certification agreement between the applicant and Certificate Holder, respectively, and the Certification Body, if the applicant and Certificate Holder, respectively, has been informed of the changes and continues the business relationship unchanged, expressly agrees to the changes or does not expressly reject them within 30 working days of notification of the changes by TESTEX or the Certification Body. Changes will not retroactively alter the certified scope of an existing TESTEX Certificate unless required by law, safety considerations or the applicable TESTEX Standard.

These TESTEX ToU shall enter into force on 27th September 2026.